

# EXHIBIT B

MICHAEL PAUL BOWEN  
SAGI GINGER -v- ORLY GINGER

October 05, 2018

1

1 UNITED STATES DISTRICT COURT  
2 SOUTHERN DISTRICT OF NEW YORK  
-----

3 SAGI GINGER,

4 Third-Party Plaintiff,

5 -v-

Civil Action No. 1:17cv8181

6 ORLY GINGER,

7 Third-Party Defendant.  
8 -----

9  
10 DEPOSITION OF MICHAEL BOWEN, a Witness  
11 herein, taken by the Plaintiff, at the offices of  
12 KELLEY DRYE & WARRREN LLP, 101 Park Avenue, 27th  
13 Floor, New York, New York 10178, on Friday, October  
14 5, 2018, at 10:00 a.m., before Jeffrey Shapiro, a  
15 Shorthand Reporter and notary public, within and  
16 for the State of New York.  
17  
18  
19  
20  
21  
22  
23  
24  
25

MICHAEL PAUL BOWEN  
SAGI GINGER -v- ORLY GINGER

October 05, 2018

2

A P P E A R A N C E S :

KELLEY DRYE & WARREN LLP

Attorneys for SAGI GINGER

101 Park Avenue, 27th Floor

New York, New York 10178

BY: JOHN DELLAPORTAS, ESQ.

Also Present:

Sagi Genger

\* \* \*

MICHAEL PAUL BOWEN  
SAGI GINGER -v- ORLY GINGER

October 05, 2018

3

1  
2  
3 IT IS HEREBY STIPULATED AND AGREED by  
4 and between the attorneys for the respective  
5 parties hereto, that the filing, sealing and  
6 certification be, and the same are hereby waived;  
7

8 IT IS FURTHER STIPULATED AND AGREED  
9 that all objections, except as to the form of the  
10 questions, shall be reserved to the time of the  
11 trial;  
12

13 IT IS FURTHER STIPULATED AND AGREED  
14 that the within examination may be subscribed and  
15 sworn to before any notary public with the same  
16 force and effect as though subscribed and sworn to  
17 before this Court.  
18  
19  
20  
21  
22  
23  
24  
25

MICHAEL PAUL BOWEN  
SAGI GINGER -v- ORLY GINGER

October 05, 2018

4

1 Whereupon,

2 MICHAEL BOWEN,  
3 after having been first duly sworn, was examined  
4 and testified as follows:

5 DIRECT EXAMINATION

6 BY MR. DELLAPORTAS:

7 Q. State your name for the record.

8 A. Michael Paul Bowen.

9 Q. What is your address?

10 A. My work address is 1633 Broadway, New  
11 York, New York 10019.

12 (Exhibit 1 was so marked for  
13 identification.)

14 BY MR. DELLAPORTAS:

15 Q. Good morning, Mr. Bowen.

16 A. Good morning.

17 Q. So I've marked as Exhibit Kasowitz 1,  
18 the subpoena in this case for Kasowitz Benson &  
19 Torres, LLP.

20 Mr. Bowen, you're here as the corporate  
21 witness for Kasowitz Benson & Torres, LLP?

22 A. Yes. The witness for the entity  
23 Kasowitz, Benson, & Torres.

24 Q. And if I just refer to it for  
25 shorthand as Kasowitz, you will know I'm referring

MICHAEL PAUL BOWEN  
SAGI GINGER -v- ORLY GINGER

October 05, 2018

5

Bowen

to the firm?

A. Sure or KBT.

Q. Yeah, I'll never remember that.

Let's go with Kasowitz, but you can refer to it as  
KBT if you prefer.

So you have a subpoena in front of you?

A. I do.

Q. If you can turn to Exhibit A.

A. Yes.

Q. And, specifically, the document  
request on subject matters?

A. Yes.

Q. Do you see numbers one through nine?

A. Correct.

Q. Did you undertake a search on behalf  
of the firm to see what documents you had?

A. Yes.

Q. And can you describe that search or  
that process?

A. I made a reasonable inquiry and also  
used my own intimate knowledge of the firm's role  
in connection with all things Genger.

Q. And you have produced in response to  
that one document entitled, "First Amendment to

Bowen

Settlement Agreement and Release"; is that correct?

A. Correct. And I think that's responsive to Request No. 4.

MR. DELLAPORTAS: Okay. So let's mark that as Kasowitz Exhibit 2.

(Exhibit 2 was so marked for identification.)

BY MR. DELLAPORTAS:

Q. So, other than this, you have no responsive documents?

A. That's correct.

Q. Was anything withheld on privilege grounds?

A. Yes and no. Excuse me.

Yes and no, because the primary objection is relevance, although some documents that we deemed irrelevant would also be privileged or at least some of them are.

Q. And when you say the primary objection, where were those objections interposed?

A. We can go through them all, but if you take No. 4 as an example, "All documents concerning the attached stipulation and the

Bowen

attached first amendment to stipulation and release," that would involve documents, for example, of e-mail of either drafting this thing or circulating it for signature. And in our view that's irrelevant.

Q. Why is that irrelevant in your view?

A. It's irrelevant because it has nothing to do with identifying assets that belong to Orly Genger or assets that are to be paid to Orly Genger.

Q. And has Kasowitz served any written objections in response to the subpoena?

A. No. We are interposing the objections orally.

Q. So why don't we go through and you can tell me what specifically are your objections? Let's start with No. 1 -- if any.

A. Well, we object to it as overbroad and irrelevant because, again, to the extent the firm has any knowledge of any agreements where Orly Genger owes money or is a debtor, it's irrelevant to property that -- or assets that she owns or that are to be paid to her. So it's beyond the scope of Article 52.



MICHAEL PAUL BOWEN  
SAGI GINGER -v- ORLY GINGER

October 05, 2018

8

Bowen

On the other hand, if there are documents or agreements that reflect assets owned by Orly Genger or that are to be paid to Orly Genger, that would be responsive and we think relevant and we undertook a search for that and there are none.

Q. Okay. Number 2. Do you have objections to No. 2?

A. No. I think that's completely responsive. That states, quote, "All documents concerning any property held by or debts owed to Orly Genger." We -- the firm has no documents responsive to that, but we interpose no objection to that.

Q. Okay. What about No. 3? Any objections to that?

A. "All documents relating to the settlement agreement -- " Right.

Well, we object to you using the phrase "Orly Settlement Agreement" to define that because it's misleading and confusing. It's not an Orly Settlement Agreement. What you are referring to is a settlement agreement between the AG Group and the Trump group and it's usually referred to as the "AG/Trump Settlement Agreement."

MICHAEL PAUL BOWEN  
SAGI GINGER -v- ORLY GINGER

October 05, 2018

9

Bowen

And because of that agreement or, quote,  
unquote, "all documents relating to that  
agreement," has nothing to do with property owned  
by Orly Genger or property or assets to be paid to  
Orly Genger. That entire request, at least  
Subpart A, is irrelevant.

Q. Why in your -- I'm sorry. I didn't  
mean to cut you off.

A. Okay. Subpart B, "any escrow  
accounts, arrangements, to the extent that it was  
for the benefit of Orly Genger" meaning the escrow  
assets belong to her or are to be paid to her, we  
deem that relevant and would produce responsive  
documents if any, but I can attest today that  
there are none.

And the same with Subsection C, "any  
promissory notes issued thereunder." So if there  
were any promissory notes in the possession,  
custody, or control of Kasowitz that were payable  
to Orly Genger or reflected assets that she owns  
or that are due to be paid to her, we'd deem that  
responsive and would produce any documents if any.  
But I can attest here today that we are in  
possession of none; no such documents.

MICHAEL PAUL BOWEN  
SAGI GINGER -v- ORLY GINGER

October 05, 2018

10

Bowen

Q. Okay. We'll circle back to that.

Let's move on. Let's go through the list first.

A. Okay. Number 4, I have already spoke about unless you want me to reiterate it.

Q. So you have given us the first amendment and the stipulation itself, but you haven't given us any documents related to what you are interposing and irrelevance objection?

A. Correct.

Q. Number 5?

A. Which states, quote, "All agreements as to the past, present, or future disposition of any settlement proceeds under the Orly settlement agreement," close quote.

Again, we object to that phrase Orly settlement agreement as misleading and potentially misleading and potentially false.

But if you are referring to the AG/Trump Settlement Agreement, which we think you are, if there were agreements that reflected assets owned by Orly or to be paid to Orly under that settlement agreement or in relation to that settlement agreement, that's relevant in our view and we would produce such documents if any

MICHAEL PAUL BOWEN  
SAGI GINGER -v- ORLY GINGER

October 05, 2018

11

Bowen

existed. And we did search for such documents, but I can attest, on behalf of the firm, there are no such documents in our possession, custody, or control.

Q. Let's go to No. 6. Any objections to that?

A. Quote, "all accounts, statements for any escrow accounts related to the" -- what you call the "Orly Settlement Agreement."

Again, the same objection as misleading, intentionally so, but the AG/Trump Settlement Agreement. If there were account statements for escrow accounts that reflected assets owned by Orly or to be paid to Orly Genger, we would produce those, but I can attest that we're not, you know, we're not in custody, possession, or control of any such accounts.

In fact, I don't mind telling you that we are not in possession, custody, or control of any account statements or any escrow accounts relating to the AG/Trump Settlement Agreement, period.

Q. Okay. Number 7. Do you have any objection to that?

A. Quote, "All documents concerning any

MICHAEL PAUL BOWEN  
SAGI GINGER -v- ORLY GINGER

October 05, 2018

12

Bowen

indemnity demands and/or indemnity payments made under the Orly settlement agreement." The same objection as using that phrase to be potentially misleading.

We read that as referring to the AG/Trump Agreement. It is kind of a vague, ambiguous objection there. I'm not really sure what you are asking. Maybe you can clarify that today, but I can say we're not aware of any -- the firm is not aware of indemnity demands and/or indemnity payments related to the AG/Trump Settlement Agreement period.

But we would deem, if we were aware or had such documents and they reflected Orly's assets or assets to be paid to Orly, we would deem that relevant and responsive.

But like I said, I can go beyond that and say we are not aware of any indemnity demands, period. But that is subject to you clarifying what you really meant by that. I may be misinterpreting that.

Q. We will come back to that, let's just get through our list.

Number 8. Any objections to that?

MICHAEL PAUL BOWEN  
SAGI GINGER -v- ORLY GINGER

October 05, 2018

13

Bowen

A. Quote, "All payments made to any person or entity pursuant to the Orly Settlement Agreement." The same objection as intentionally misleading by referring to it as the "Orly Settlement Agreement" it is the AG Group/Trump Group Settlement Agreement.

With that understanding, if we had records, meaning the firm, of payments to Orly or that were to be paid to Orly in relationship to that -- in relation to that particular settlement agreement, but this is also subsumed under your first request, those documents, in our view, would be responsive and relevant and we would produce them, if any.

To the extent that you are asking about other people that -- that are not Orly or that don't reflect assets owned by her or to be paid to her, we would object that that is beyond the scope of Article 52 and irrelevant and not responsive.

Having said all of that, on behalf of the firm, I can attest that there are -- the firm is in possession of no records whatsoever of any payments made under this AG/Trump Settlement Agreement.

MICHAEL PAUL BOWEN  
SAGI GINGER -v- ORLY GINGER

October 05, 2018

14

Bowen

Q. Lastly, No. 9, "All non privileged communications regarding any of the forgoing subjects."

A. Everything I said previously would apply to that.

Q. Incorporate all of your prior objections?

A. Right. Obviously, you're -- you're subpoenaing a law firm that represents Orly Genger. Every single one of these requests could impinge upon privilege; so it could be the case that there are e-mails and other types of documents that would be attorney-client privilege and work-product privilege, and we're not undertaking to do a log because we think that is overly burdensome and bordering on harassment.

And when you subpoena a law firm that represents a person that you are adverse to, I assume you're expecting a lot of it to be privileged.

Q. So, other than what you have just stated, does Kasowitz have any further objections to Nos. 1 through 9?

A. I don't think so.

MICHAEL PAUL BOWEN  
SAGI GINGER -v- ORLY GINGER

October 05, 2018  
15

Bowen

Q. Let's go back to No. 7, because that one, I think, you asked for clarification on?

A. Correct.

Q. Have you read the -- what you refer to as the AG/Trump Settlement Agreement?

A. Only in part and a long time ago.

Q. Okay. Are you aware that there are two promissory notes that were issued pursuant to the Trump Group -- AG/Trump Group Settlement Agreement for \$7.5 million each?

A. There are promissory notes by the Trump Group if I am remembering correctly, yes.

Q. Okay. And those payments, to the best of your knowledge, have not been made yet; correct?

A. To the best of the firm's knowledge -- I mean, the firm had no knowledge of that whatsoever.

Q. Okay. Do you recall in reading the agreement that the Trumps have certain rights to deduct defense costs and other related legal costs for indemnification and whatnot?

A. Correct, yes.

Q. From those ultimate payments of \$15



MICHAEL PAUL BOWEN  
SAGI GINGER -v- ORLY GINGER

October 05, 2018

16

Bowen

million?

A. That's my understanding, yes.

Q. Okay.

A. And when I say "my" I mean on behalf of the firm.

Q. Yeah. I'll just -- everything from this point forward, I will have an understanding if you say "my" you mean the firm and if I say "you" I mean the firm.

A. If there are any singular pronouns, I mean, I'm speaking with the royal we.

Q. Yeah. I'll assume the royal we unless you specify other words and you can assume from me the royal we unless I specify you personally?

A. Understood.

Q. So with that clarification, do you have any documents responsive to that demand?

A. Well, with that clarification, the firm is unaware of any documents relating to those two promissory notes or the Trump Group's claim of offset on promissory notes that relate to assets owned by Orly or to be paid to Orly.

Q. Okay. So you have intentionally

MICHAEL PAUL BOWEN  
SAGI GINGER -v- ORLY GINGER

October 05, 2018  
17

Bowen

narrowed the request to your view of anything  
that's relating to payments to be made to Orly?

A. Or that reflects assets she owns.

Q. Okay. And why in your view would  
indemnity demands by the Trump Group not relate to  
any assets owned by Orly or to be paid to Orly?

A. You are dealing with the scope of the  
firm's understanding of this, so with that caveat,  
the payments that are due under the AG/Trump  
Settlement Agreement, and under those two  
promissory notes, are to the AG Group and not to  
Orly.

Q. Okay.

A. If there is some arrangement within  
the AG Group that allocates any portion of the  
payments to Orly, the firm is unaware of it.

Q. Is the firm aware of any arrangement  
with respect to the payment of the remaining  
proceeds at all?

A. My hesitation in answering that  
question is that it may be impinging on privileged  
information. To the extent that we have that  
information, it would be in the attorney-client  
relationship with Orly. And I'm not at liberty to

MICHAEL PAUL BOWEN  
SAGI GINGER -v- ORLY GINGER

October 05, 2018

18

Bowen

waive privilege, so I would assert privilege as to that question on behalf of Orly Genger as the owner of the privilege.

Q. Well, you declined to produce documents responsive to our requests on the ground that Kasowitz affirmatively takes the position that there is no arrangement that Orly will get any of that money. Do I understand that correctly?

A. No. You misstated my testimony. It's not that we affirmatively understand that Orly is not getting any of that money, it's that the Kasowitz has no information.

Q. Does that include Mr. Hirschman when you say, "Kasowitz has no information"?

A. Well, Mr. Hirschman is Orly Genger's spouse, so he may have information qua spouse, but not as a partner in the firm. And I frankly don't know what is in his head.

Q. Okay. So nobody in -- in making the decision not to produce documents responsive to this request on the ground that Orly wasn't getting any of the money, nobody asked Mr. Kasowitz as to his knowledge of the ultimate

MICHAEL PAUL BOWEN  
SAGI GINGER -v- ORLY GINGER

October 05, 2018

19

Bowen

disposition of the \$15 million? I'm sorry,  
Mr. Hirschman?

A. I understood you meant Mr. Hirschman.

Well, I'm not going to get into any  
methodology that I used in preparing for the  
deposition because that's privileged work product.  
I am testifying under oath that I made a  
reasonable inquiry and a reasonable search. And  
your question was -- I'm sorry. I lost your  
question.

Q. In deciding not to produce documents  
responsive to the subpoena on the ground that they  
do not relate to payments ultimately to be made to  
Orly Genger, did the firm inquire with its  
partner, Mr. Hirschman, to confirm that in fact  
none of the \$15 million will ultimately be paid to  
Orly Genger?

A. Well, without specifying what  
methodology I used to gather information  
responsive to this subpoena, and to make decisions  
about what is and is not responsive, I can testify  
that to firm's understanding and to the firm's  
knowledge, none of that money belongs to or is to  
be paid to Orly Genger.

MICHAEL PAUL BOWEN  
SAGI GINGER -v- ORLY GINGER

October 05, 2018  
20

Bowen

Q. And is your position driven by the fact that on the face of the agreement it says that the money is to be paid to something called the "AG Group"?

A. I don't understand your question.

Q. What is the basis of your understanding that none of the money is to be paid to Orly Genger?

A. The basis for the firm's understanding is the knowledge, institutional knowledge, that we have based on our review of documents, some of which are privileged, and my reasonable inquiry of the lawyers at the firm that have been involved in the Genger matter since the firm was originally involved.

And if you are asking me did we make some kind of interpretation and are we just basing this on the interpretation of one document, the answer is no.

Q. Okay. And circling back to my question: Did anyone inquiry of Mr. Hirschman about that?

A. I'm not going to answer any questions about methodology that I used on behalf of the

MICHAEL PAUL BOWEN  
SAGI GINGER -v- ORLY GINGER

October 05, 2018  
21

Bowen

firm to be prepared to answer questions today because that's a protected work product. But I am telling you and attesting under oath that I made reasonable inquiry. I don't mind telling you that reasonable inquiry would involve communications with Mr. Hirschman.

Q. Is Mr. Hirschman currently a partner in the firm?

A. Yes.

Q. Is he an equity partner?

A. I don't know what you mean by that. I'm not sure what that means at my firm. Now I'm speaking personally, not on behalf of the firm. The firm knows.

I did not do any reasonable inquiry on that particular question, so I don't know the answer to that.

Q. Okay.

A. It's beyond the scope.

Q. Well, you know, every firm organizes their partnership different from every other firm, but in some cases the title "partner" is just a title and in other cases it implies what I view as more of an actual partnership which is an

MICHAEL PAUL BOWEN  
SAGI GINGER -v- ORLY GINGER

October 05, 2018

22

Bowen

ownership, and they share the profits and what have you. So I don't know how Kasowitz organizes things, but to that extent, would you view Mr. Hirschman as a either an equity partner or a true partner or a profit sharing partner?

A. That is beyond the scope of what I'm prepared to attest to on behalf of the firm. I honestly don't know the answer to that question.

Q. Okay. So who, in your view, is the \$15 million to be paid to?

A. Well, the view of the firm is that the money is to be paid into -- into, I guess, a trust or into an escrow -- I forget how the wording works -- into an escrow that's to be held by me personally and in -- I shouldn't say personally, but me in my capacity as partner with the Kasowitz firm. But the disposition of that money, once -- if it is ever received -- is up to the AG Group.

Q. When you say, "the AG Group" what do you mean by that?

A. Well, the AG Group is defined in the AG/Trump Settlement Agreement.

Q. Let's go ahead and mark that as

23



MICHAEL PAUL BOWEN  
SAGI GINGER -v- ORLY GINGER

October 05, 2018  
24

Bowen

and which are in any way relating to the subject  
matter hereof."

Do you see that? It's lines 4 and 5?

A. Yes. That's the -- you read the  
parenthetical after David Broser? Yes.

Q. So, what entities are those?

A. I have no idea.

Q. You don't know any -- you don't know  
the names of any entities associated with Broser?

A. No.

Q. Let's go back to Kasowitz 2 --

A. Okay.

Q. -- which is the first amendment.

A. Right.

Q. What are the circumstances by which  
this came about?

A. I'm not sure that's within the scope  
of your subpoena, but I'm willing to give you some  
leeway.

Q. I think there is a whole category.

Well, all documents concerning any property  
-- it's No. 4. So you can answer, you can object,  
but that's my question.

A. Well, I object that it's outside the

MICHAEL PAUL BOWEN  
SAGI GINGER -v- ORLY GINGER

October 05, 2018  
25

Bowen

scope of the subpoena. Your authority is to look for assets that belong to Orly Genger or that are to be paid to her. I don't see how the context of this first amendment has anything to do with that for the reasons we just discussed.

Q. Yet you produced it.

A. Yes. Yes, we did because you specifically asked for it and you produced a copy to us but it was unsigned so we gave you the executed copy.

Q. Okay. And you would agree --

A. Just so it's perfectly clear that you have the operative document.

Q. Okay. And you would agree with me, wouldn't you, that this document contemplates an eventually payment of up to \$15 million to you; correct?

A. No.

Q. No? What does it do? You tell me.

A. It is a mechanism for payment under the AG/Trump Settlement Agreement that goes into an escrow account that would be set up by me and/or the Kasowitz firm per direction from the AG Group.

MICHAEL PAUL BOWEN  
SAGI GINGER -v- ORLY GINGER

October 05, 2018  
26

Bowen

Q. And so when you say, "direction by the AG Group," what would you consider to be direction by the AG Group?

A. I don't know how else to describe what I just described.

Q. Let's assume a year from now \$15 million comes in. What will it take for you to make a payment to anyone of that \$15 million?

A. It would take direction from the AG Group.

Q. Meaning what?

A. Meaning direction from the members of the AG Group.

Q. Meaning Arie Genger, Orly Genger, and the two Brosers?

A. That's how it's defined to the firm's understanding in the relevant documents.

Q. Okay. So, the only way you will release the proceeds at some -- if such proceeds should come in the future -- is from a written instrument signed by Arie Genger, Orly Genger, Arnold Broser and David Broser?

A. I don't know if there is a requirement for a written instrument. It may be

MICHAEL PAUL BOWEN  
SAGI GINGER -v- ORLY GINGER

October 05, 2018  
27

Bowen

right. I don't -- it's beyond the scope.

Q. Well, let's say they all get on the phone with you. Let's take out writing.

A. What is the question?

Q. Is it correct that the only way you will release the proceeds is if you are instructed by all four of those individuals to do so in the same manner?

A. No, that is not correct.

Q. How is it incorrect?

A. There is no understanding that the firm is aware of that it's a majority vote or a consensus vote or anything like that. It's whatever -- whatever the agreement there is in and among the members of AG Group, the firm has no knowledge of that.

Q. Is the AG Group a corporation?

A. I have no idea.

Q. A trust?

A. I have no knowledge.

Q. LLC?

A. No knowledge.

Q. When you say you are going to take instructions from the AG Group, how is that going

MICHAEL PAUL BOWEN  
SAGI GINGER -v- ORLY GINGER

October 05, 2018  
28

Bowen

to be communicated to you?

A. I think that's beyond the scope of this deposition and beyond the scope of your authority under Article 52. With that objection, and without waiving that objection, I'm really not sure how to answer that question.

How would that be communicated to me.

Q. Look, in a few days we are going to go before a judge, just to be frank. The judge is going to want to know about this \$15 million. You are the escrow agent for the \$15 million. Clearly you know the circumstances under which you would release the \$15 million, so why don't you just share this with me now so that you don't unnecessarily annoy the federal judge?

A. Is that a question?

Q. It's a suggestion. I've asked several questions and you have been very disingenuous. Why don't you just try to answer them.

A. Look. I don't understand why you are making this into a hostile, ad hominem attack on me.

Q. I'm not making an ad hominem on you.

MICHAEL PAUL BOWEN  
SAGI GINGER -v- ORLY GINGER

October 05, 2018

29

Bowen

A. I'm speaking on behalf of the firm.

I have --

Q. You are saying you have \$15 million  
and you --

A. Excuse me. Let me finish.

Q. -- have no idea how it is going to.  
Do you understand how this is going to look when  
the judge sees this transcript? I'm trying to  
help because I don't want -- I don't need to make  
unnecessary motions. I'm just trying to collect  
some money here. I'm not trying to burden the  
court.

A. You interrupted my answer. You spoke  
over me so that the court reporter couldn't take  
down what I was saying.

Q. Knock yourself out.

A. I'm not going to engage in this kind  
of argumentative behavior. I thought that we were  
going to be here as two professionals talking in a  
professional way. You have immediately devolved  
into your normal mode of behavior, which is ad  
hominem attack and unreasonable speeches on the  
record.

Everything you said I disagree with. I have

MICHAEL PAUL BOWEN  
SAGI GINGER -v- ORLY GINGER

October 05, 2018  
30

Bowen

been very clear about the scope of which I'm prepared to answer and the scope within which we think your subpoena is authorized.

If you want to continue this, you must deal with me civilly. If you do that again, I'm going to leave and then you can explain to the federal judge and you can go look at the ethical rules, the professional rules which require you to be civil, why it was you weren't able to complete this deposition.

Q. I have been perfectly --

A. Do you want to continue?

Q. I have been perfectly civil with you. Your answers, frankly, are an embarrassment.

A. Don't characterize my answers. That's not being civil. Ask a question. If you have objections to my answers, you can proceed.

Q. Please testify as to under -- what circumstances you will release the proceeds pursuant to the document where you are the escrow agent?

A. I have already testified. This is asked and answered -- I'll interpose that objection -- at the direction of the AG Group.

MICHAEL PAUL BOWEN  
SAGI GINGER -v- ORLY GINGER

October 05, 2018

31

Bowen

Q. What does that mean?

A. I don't know how else to explain it to you.

Q. What does it mean?

A. What do you not understand about it?

Q. Tell me what it means to be at the direction of the AG Group?

A. Well, first of all I object that this is outside the scope of your subpoena. If you had a basis to say that some of that money is either belongs to Orly Genger or is payable to Orly Genger, you can make that showing and we can have that discussion.

Q. Well, I think we have a document here --

A. We'll probably have to -- excuse me. I'm in the middle of my answer.

Q. Okay.

A. We'll probably have to litigate that, but as of right now I see that outside of the scope of your authority under Article 52 and outside the scope of this subpoena.

However, without waiving that objection, I'm willing to give you some latitude which is what I



32

Bowen

said and I'm willing to describe to you the firm's understanding of how this mechanism works.

Q. So please proceed.

A. Well, I have already told you that the AG Group has to give direction about how the money is disbursed after it hits the escrow account held by the firm.

Q. Uh-huh.

A. You asked me how is that direction going to be communicated. My response is, on behalf of the firm, however the AG Group wants to communicate it. It can be in writing, it can be a phone call. It would have to be something that could be documented I would assume just to, you know, discharge our recordkeeping responsibilities to show the flow of the money and, you know, 1099s and whatnot.

And then you are asking me who can speak on behalf of the AG Group whether it has to be all four in consensus, whether it has to be a majority vote, whether somebody else can speak on behalf of the AG group and my answer is: We don't have any information about any agreements between the AG Group. We're not aware that there is any dispute

among the members of the AG Group, that there is any agreement among the AG Group about who can direct the money and who can't direct the money maybe. If that -- maybe that will become an issue down the road but we are not aware of it.

Q. Are you aware of anyone who is authorized to speak on behalf of the AG Group?

A. Well, my understanding is that the members of the AG are reflected in Exhibit 3, these four individual people, and then the entities as you have pointed out. I'm not aware of any issue about who the spokesperson for the group can be.

If you are asking me can I identify who the spokesperson for the group is, the answer is no. We're not aware that a spokesperson has been designated. We're not aware that it's an issue.

Q. Well, let me ask you: \$15 million comes in, Arie Genger calls you up and says, I'm speaking on behalf of the AG Group, will you send him the money?

A. I can't really answer that question. It's a hypothetical. I'm not -- again, I think it's outside the scope of the subpoena so I'll

MICHAEL PAUL BOWEN  
SAGI GINGER -v- ORLY GINGER

October 05, 2018

34

Bowen

object on that basis, but in the spirit of giving you some latitude so that you have some transparency into this arrangement at least as far as the firm is aware, the answer is maybe yes, maybe no. I mean, if we don't hear from the other members of the group that there is some dissension, then the answer would be that we would follow that direction, hypothetically speaking.

Q. If I ask that question for Orly Genger, would you give the same answer?

A. If Orly Genger called up speaking on behalf of the AG Group? Yes, the same answer.

Q. What about Arnold Broser?

A. Same answer.

Q. David Broser?

A. Same answer.

Q. Has any money been received pursuant to this document?

A. No.

Q. This Kasowitz 2?

A. No.

Q. Okay. Have there been any communications with members of the Trump Group about potential receipt of this money pursuant to

MICHAEL PAUL BOWEN  
SAGI GINGER -v- ORLY GINGER

October 05, 2018  
35

Bowen

this document?

A. Well, the trump Group signed Exhibit 2, the members of the Trump Group did, so yes.

Q. Were new notes issued pursuant to this document?

A. No.

Q. Promissory notes?

A. I think there were amendments. It might have been a supplemental amendment. I don't recall. It just reflects the same information that's in this amendment.

Q. I'm sorry. Can you just read that back.

A. I will explain. If you read Exhibit 2 you will see that it's making amendments about the direction of how the Trump group is to route the money. I believe and I'm going from memory here, that the note itself -- the originally issued note -- refereed to Watell.

That there was either a supplemental attachment to the note or an amendment to the note that substituted Kasowitz firm, me, for Watell. Any changes to the note are changes that you see reflected here.



MICHAEL PAUL BOWEN  
SAGI GINGER -v- ORLY GINGER

October 05, 2018  
37

Bowen

A. Because it doesn't reflect assets owned by Orly or to be paid to Orly.

Q. Why not?

A. I don't know what you mean "why not," it doesn't.

Q. Well, because it's to be paid to a quote, unquote, group of which Orly is one member; correct?

A. Well, your statement that she is a member of the AG Group is correct.

Q. And the notes are to paid to the AG Group; correct?

A. No. They are to be paid at the direction of the AG Group.

Q. Okay. And the AG Group is not in itself some sort of corporation or partnership as far you know. It's not some sort of legal entity; correct?

A. The firm has no information about that.

Q. Okay. But to the best of your knowledge, you're not aware of any legal entity created that's known as the AG Group?

A. The firm is not.

MICHAEL PAUL BOWEN  
SAGI GINGER -v- ORLY GINGER

October 05, 2018  
38

Bowen

Q. Okay. So we have notes to be paid at the direction of a group of which Orly is one member and yet you are taking the position that that is not, in any way, relevant to that process by which we seek to identify assets potentially payable to Orly Genger herself?

A. That's correct because as I testified earlier, it is the firm's understanding that there is no -- there is no arrangement that any amount of that money is to be paid to Orly or that she owns or has any claims to any amount of that money.

Q. What is the firm's understanding as to how that money is to be disbursed if received?

A. It's up to the AG Group. It has nothing to do with any kind of ownership claim by Orly.

Q. Has the AG Group shared that understanding with Kasowitz?

A. That's the firm's understanding. I'm not going to try and parse out what part of that may be protected by privilege and what part of it is coming through third party communications. I'm not in a position to do that.

MICHAEL PAUL BOWEN  
SAGI GINGER -v- ORLY GINGER

October 05, 2018

39

Bowen

Q. Well, has the AG Group shared its intention as to how, if the money is received, it intends to direct you to disburse it?

A. No. Other than it's our understanding, again, based on communications that I can't parse out, that Orly Genger has no claim to any of that money nor is any of that money being paid to her.

Q. What is your understanding based on?

A. I already explained to you that I can't parse out what communications that's based on because some are privileged and some are not. And it's just -- it's an impossibility to try and make that kind of fine distinction, but it involved communications with our client and it involved communications with the members of the AG Group.

Q. Okay. Is Arnold Broser a client of the firm with respect to this matter?

A. Not with respect to the Gengers, no.

Q. With respect to anything else?

A. No. Well, I don't know.

Q. That you are aware?

A. Well, I -- I don't know.



MICHAEL PAUL BOWEN  
SAGI GINGER -v- ORLY GINGER

October 05, 2018  
40

Bowen

Q. In which you, Michael Bowen, are aware?

A. Well, I'm not really here testifying on my behalf to try and move this along. I can say that it's without the scope of the subpoena so I didn't do any reasonable inquiry trying to figure out if the firm represents the Brosers in any, you know, any other matter totally unrelated to this. I have no knowledge of that. I guess, just to help you, I will volunteer in my individual capacity, I have to idea.

Q. Let me just limit it to this. Limited to this, Arnold Broser is not a client of the firm?

A. That's correct.

Q. And what about David Broser?

A. Same answer.

Q. What about Arie Genger?

A. Arie Genger is a little more complicated because we -- the firm has appeared on his behalf in some of his litigations involving disputes with Sagi Genger, who may or may not be related to this settlement agreement because it's so convoluted. I don't know the answer to that.

MICHAEL PAUL BOWEN  
SAGI GINGER -v- ORLY GINGER

October 05, 2018  
41

Bowen

Q. With respect to this settlement agreement, you are not able tell me whether the firm believes it has a privileged attorney-client relationship with Arie Genger?

A. That's correct. I'd have to look into that.

Q. And the reason I ask is because you declined to answer certain questions with regard to your knowledge of the ultimate disposition of these proceeds on privileged grounds.

So, when you make that objection, are you specifically speaking of Orly's privilege or are you speaking also of a potential privilege with Arie?

A. Well, I haven't declined to answer anything. I have answered all of your questions. I have interposed objections that constrain the information that I can provide.

It is certainly the case that we represent Orly Genger in all aspects of her dispute -- disputes, plural, with Sagi Genger, and certainly in connection with the AG/Trump Group Settlement Agreement so that prohibits me from divulging communications that we have had with members of

MICHAEL PAUL BOWEN  
SAGI GINGER -v- ORLY GINGER

October 05, 2018  
42

Bowen

the AG Group to come to conclusions or the understanding that we have. It's not really conclusions, it's really just our understanding.

Q. So you are declining or you feel constrained not to identify communications with any of the four members of the AG Group? Is that what I understood your last answer to mean?

A. I can't parse out how we came to the understanding based on who told us what, because some of that is privileged and I'm not going to give you unprivileged communications so you can deduce privileged information.

Q. Well, let's put aside what I can deduce and not deduce. You have made a statement that Kasowitz believes that none of the \$15 million will ultimately be paid to Orly. I have asked you the basis for that understanding and you said it's -- you're constrained by the privilege from answering it. I have asked who that privilege is with --

A. I've got to correct you.

Q. Hold on. Let me finish and then you can correct everything I said that is wrong.

I've asked you the basis for who you had the

MICHAEL PAUL BOWEN  
SAGI GINGER -v- ORLY GINGER

October 05, 2018  
43

Bowen

privilege with, and you said, "Orly and maybe Arie." What I'd like for you to do is to identify for me any communications you have had with anyone who is not Orly Genger or Arie to the extent you are maintaining a privileged relationship with him with respect to this matter with regard to the ultimate disposition of the \$15 million?

A. I can't answer that question because you -- you made some misstatements in there about what I have said just moments ago. So I can't adopt your long preamble and now, because you interrupted me when I tried to correct you, I don't remember what it was you were saying that it was mistaken.

Q. I can do without the preamble.

A. I'd like to correct the preamble.

Q. You can read it back and make any corrections you want.

(Readback of prior question.)

THE WITNESS: So you are mistaken in saying that I'm constrained from telling you the basis for the understanding. I told you the basis for the understanding. You didn't ask to get into the

Bowen

communications that -- the substance of  
the communications that the firm has had,  
I presume the question is with each member  
of the AG Group on that topic, and my  
answer to that is:

Because of the privilege, I cannot  
parse out which information came from  
which member of the AG Group, or how many  
discussions we had over what period of  
time or who had these discussions on  
behalf of the firm. That's not within the  
scope of preparing for this deposition so  
I don't have that information at my  
fingertips.

And then, on top of that, there are  
privilege concerns because some of that  
information certainly came from Orly  
Genger who is a client and some came from  
Arie Genger who may be a client for these  
purposes. I'm not clear on that on behalf  
of the firm. That would take further  
investigation on my part.

Q. Let me just limit it to the Brosers.

What communications have you had with Brosers with

MICHAEL PAUL BOWEN  
SAGI GINGER -v- ORLY GINGER

October 05, 2018  
45

Bowen

respect to the ultimate disposition of the  
proceeds?

A. Other than telling you that there  
were communications with the Brosers between the  
Brosers and the firm on that topic I cannot get  
into details of the communications. That's not  
available to me.

Q. Why can't you?

A. That's not something that I prepared  
in anticipation of the testimony today. I did not  
see it within the scope of the subpoena or  
relevant to your inquiry.

Q. Why did you not see it within the  
scope of the subpoena?

A. The question is: Did the firm have  
an understanding that anything relating to the  
settlement agreement or the \$15 million notes, you  
know, minus whatever setoffs the Trump Group is  
going to claim. And that payment mechanism, if  
anything related to that has a relationship to or  
assets owned by Orly or assets to be paid to Orly,  
and the firm's understanding is that it does not.

So how the firm came to that understanding  
and what goes into that understanding and what

Bowen

other people may have claims to that money or don't have claims to that money, all of that is irrelevant to us and irrelevant to your subpoena.

Once the firm has the understanding that it is not an asset of Orly and it's not payable to Orly, that answers your question.

Q. And so even if the firm has an understanding as to whom that money is payable to, you're not going to share that with me here today?

A. It's payable at the direction of the AG Group, the AG Group has given us no direction on where the money is to be paid.

Q. How do you know that it is not ultimately to be paid in part to Orly Genger?

A. Because our understanding, based on communications that we have had with members of the AG Group, Orly has no claim to any of that money and none of that money is payable to her.

Q. What's that understanding -- I'm sorry, when were those communications made?

A. Over the course of multiple years going back to at least the day of the amendment. I think even earlier than this. What's the date of this? June of -- no. This is dated, I think,

MICHAEL PAUL BOWEN  
SAGI GINGER -v- ORLY GINGER

October 05, 2018  
47

Bowen

last summer, in 2017. It certainly predates that so it's a series of communications that goes back many years.

Q. When you say, "many years" what is the start of that?

A. When was the trial that we did in front of Judge Jaffe

Q. In 2015?

A. Yeah, so it started in that time period to the present.

Q. So who does have a claim to those assets if not Orly? To those proceeds if not Orly?

A. Well, since it's at the control of the AG Group, I think the AG Group would have that understanding. The firm does not.

(Recess taken.)

BY MR. DELLAPORTAS:

Q. I'm going to just clarify one of your prior answers.

A. Sure.

Q. When you say that Orly Genger has no claim to the payments made under the note, are you saying that the money -- that the money is going



MICHAEL PAUL BOWEN  
SAGI GINGER -v- ORLY GINGER

October 05, 2018  
48

Bowen

to AG Group, and beyond that you don't know what they plan to do with it, or are you saying that you have knowledge that the AG Group will not be transmitting any of that to Orly Genger?

A. The latter.

Q. Okay.

MR. DELLAPORTAS: I would like to next mark as Kasowitz 4 a document entitled: "Satisfaction of Judgment" dated March 28, 2018.

(Exhibit 4 was so marked for identification.)

BY MR. DELLAPORTAS:

Q. Mr. Bowen, this is a satisfaction of judgment in the predecessor case in which your firm represented Ms. Genger; correct?

A. It's a 2014 case?

Q. Yes.

A. Yes. That's correct.

Q. And this payment was -- this satisfaction was filed on March 28, 2018?

A. According to the document, yes.

Q. Okay. And the third whereas clause says that, "Whereas Orly Genger caused the

MICHAEL PAUL BOWEN  
SAGI GINGER -v- ORLY GINGER

October 05, 2018  
49

Bowen

\$21,005.24 to be paid on March 27, 2018."

A. I see that.

Q. And it was signed and filed by  
Kasowitz; correct?

A. Yes.

Q. How did Ms. Genger make that payment?

A. I have no knowledge.

Q. Do you know where the money came  
from?

A. No.

Q. And Kasowitz doesn't know where the  
money came from?

A. I don't believe so. I don't believe  
this went to Kasowitz.

Q. How did Kasowitz have the comfort  
level to file a statement in federal court saying  
a payment was made?

A. I don't understand your question.  
Are you saying that we didn't have a reasonable  
basis to make that statement? Did you receive the  
money? Your client should know whether or not he  
received the money. We never heard any complaint  
that the money was not received.

Q. What was the basis for your belief

MICHAEL PAUL BOWEN  
SAGI GINGER -v- ORLY GINGER

October 05, 2018  
50

Bowen

that the \$21,000 and so forth, was paid by Orly Genger on March 27, 2018?

A. That's beyond the scope of your subpoena, number one. It's trying to invade privilege, number two. Number three, do you have the basis to say the money wasn't paid? Is what you are saying is that the money was not paid? Is that what your claim is?

Q. Well, I'm just here to ask questions --

A. Is that implicit in your questions?

Q. -- not to answer questions.

A. Let me put it this way: To the extent that you are implicit in your question of the claim that \$21,005.24 reflected on Exhibit 4 was not in fact paid in full satisfaction of the judgment, then to the extent that that is what you are saying, we -- we reject that claim. We have no information that it was not paid.

Q. Implicit in my question is that if Kasowitz was being truthful in his representation in federal court, then Ms. Genger, at one point in time, during the course of this litigation, had access to \$21,000 in order to make that payment.

MICHAEL PAUL BOWEN  
SAGI GINGER -v- ORLY GINGER

October 05, 2018  
51

Bowen

My question is: Where did that come from?

A. That's a false premise. Why would you possibly say that.

(Laughter.)

Why are you laughing?

Q. Because you are being an idiot.  
That's fine.

A. So you just called me an idiot.  
Calling me an idiot in a federal deposition is against your ethical obligations.

Q. Can you answer the question?

A. Can you acknowledge the fact that you just violated your ethical obligations by calling me an idiot?

Q. Can you answer the question?

A. Do you want to retract that statement or do something to try and fix the fact that you just made another ad hominem attack after I told you that I will not tolerate that?

Q. Can you please answer the question?

A. If you acknowledge the fact that you are out of line and you retract your statement.

Q. I will correct it: Your answer was idiotic.

MICHAEL PAUL BOWEN  
SAGI GINGER -v- ORLY GINGER

October 05, 2018

52

Bowen

A. Fine. That's still an ad hominem attack. Do you think that's better? Do you know a federal judge is going to be reviewing this transcript? Fine. I will take that as your -- as your position. I'll make sure a federal judge reviews this transcript.

Q. Wonderful. Can you now answer the question?

A. State your question again, please.

Q. Can you read back the last question.

(Question read back.)

BY MR. DELLAPORTAS:

Q. If Kasowitz was being truthful in his representation to the federal court that Orly paid -- cause to be paid \$21,000, implicit within that is that Orly at one time had access to \$21,000 and my question is: What is Kasowitz' knowledge with respect to the source of that asset?

A. I can't answer that question because you have false premises. The fact that somebody has paid a judgment doesn't mean that that person had the assets to pay the judgment. You can ask a third party to pay the judgment. You can obtain loans which means you are taking on even more debt

MICHAEL PAUL BOWEN  
SAGI GINGER -v- ORLY GINGER

October 05, 2018

53

Bowen

to pay the judgment.

Q. So which is it?

A. So I don't know, but I can't answer the question with all of those presuppositions that you put in there, which are not necessarily true. Leaving that aside, if your question is, what does the firm know about where Orly Genger got the money to pay this judgment, this amount of money that is reflected in Exhibit 4, the answer is, which I think I told you before, we don't know.

Q. That includes Mr. Hirschman? He doesn't know how his wife paid that judgment?

A. I don't know how a spouse or the information a spouse had in relationship to a spouse. I'm not here testifying on behalf of Mr. Hirschman. And there are spousal privileges that may or may apply to that information. I can only speak on behalf of the firm.

On behalf of the firm, we have no knowledge about where that money was sourced from or even how it was transmitted. I guess I have to look at how it was transmitted. I may -- the firm may have that information. It was not something I

MICHAEL PAUL BOWEN  
SAGI GINGER -v- ORLY GINGER

October 05, 2018

54

1 Bowen

2 prepared for today because you didn't identify it  
3 as a topic in your subpoena.

4 But, in any event, to suggest that Kasowitz  
5 as a firm is acting in bad faith because it didn't  
6 have a good faith basis for filing this  
7 satisfaction of judgment, on behalf of the firm, I  
8 completely reject that and I think it's unethical  
9 and unprofessional for you even to suggest it.

10 That's my answer.

11 Q. First of all, you're being  
12 disingenuous. There was no suggestion that you  
13 were acting in bad -- the firm was acting in bad  
14 faith in filing this piece of paper. I do think  
15 there is a serious question in that regard with  
16 respect to your answers here today but we will  
17 proceed.

18 Is that your signature on page 2 or is that  
19 Mr. Hirschmann?

20 A. Well, I will just note that, once  
21 again, you are making an ad hominem attack.

22 Q. I'm clarifying an allegation you made  
23 against me.

24 A. You're making an ad hominem attack on  
25 me and you are saying I'm acting in bad faith when

MICHAEL PAUL BOWEN  
SAGI GINGER -v- ORLY GINGER

October 05, 2018  
55

Bowen

I'm here --

(Talking over each other.)

Q. That's a serious question.

A. -- trying to give you serious and professional and careful answers on behalf of the firm.

Q. Okay. Well, one is then is: Whose signature is that on page 2?

A. Which exhibit?

Q. Kasowitz 1.

A. That's my signature.

Q. And so at the time you made this, you had no idea how Orly came to pay the \$21,000?

A. It's asked and answered, but I will try and explain it again to you. The firm has no information about the source of those funds. It may have information about the mechanism of how the funds were transferred, but I did not prepare that information for today. I don't personally have it and I did not prepare that information for today, because it was not identified as a topic for this deposition.

By the way, this also doesn't refer to assets that Orly owns or that are payable to Orly.



MICHAEL PAUL BOWEN  
SAGI GINGER -v- ORLY GINGER

October 05, 2018  
56

Bowen

Q. And when you say "the firm" you are excluding Mr. Hirschman who is a partner of the firm?

A. Absolutely not.

Q. So you are saying Mr. Hirschman has no idea where that money came from?

A. Absolutely not. I'm speaking only on behalf of the firm.

Q. And you understand that the firm is comprised of its partners; correct?

A. Yes.

Q. Mr. Hirschman is one of its partners?

A. Yes.

Q. If fact, he was the -- listed as the lead counsel with respect to the matter in which the satisfaction of judgment was filed.

A. That may be.

Q. He is not just some random partner who I picked out of the website. He was actually the lead partner and lead attorney with respect to the matter that I'm now asking you about; correct?

A. Asked and answered.

Q. Okay. And so when you're speaking that the firm doesn't know where this \$21,000 came

MICHAEL PAUL BOWEN  
SAGI GINGER -v- ORLY GINGER

October 05, 2018

57

Bowen

from, are you including Mr. Hirschman in that or  
are you excluding Mr. Hirschman from that?

A. Speaking on the information that is  
available to the firm, qua firm, that  
Mr. Hirschman has information available to him,  
qua spouse -- I'm not privy to that information  
speaking only on behalf of the firm. Speaking on  
behalf of the firm, I'm not excluding any  
available source of information available to the  
firm.

Q. And how do you parse through, in your  
mind, what Mr. Hirschman knows qua firm versus qua  
spouse?

A. I don't even know how to answer that  
question.

Q. It was the basis upon which you  
answered the last question so I'd like to probe  
the basis on which you answered the last question.

A. Let me put it this way: I didn't  
interview Mr. Hirschman to invade his marital  
relationships with his wife. I didn't ask him  
about personal information of any sort at any  
time. I am, however, privy to information that  
Mr. Hirschman has that's relevant to your

MICHAEL PAUL BOWEN  
SAGI GINGER -v- ORLY GINGER

October 05, 2018  
58

Bowen

subpoena. And that is available to the firm meaning it's information that he learned in his capacity as a lawyer at the firm.

Q. When you said you didn't interview him about his marital communications, did you interview Mr. Hirschman at all with respect to your preparation for this?

A. I 'm not providing any answers about what I did to prepare for this deposition other than saying that I made reasonable inquiry and I made reasonable searches and drawing upon my own personal experiences as a partner at the firm, and as a lawyer for Orly Genger, since we became involved in the Genger affairs on behalf of Orly Genger in, I guess, that was 2015.

Q. Let me ask you more generally: What bank accounts are you aware that Ms. Genger currently has access to?

A. The firm is aware of no bank accounts that she has that is in her name or that belong to her. I have anecdotal information that -- that belongs to the firm that she had some kind of an account that was attached, I think, by your client that had a few thousand dollars, like, \$8,000 or

MICHAEL PAUL BOWEN  
SAGI GINGER -v- ORLY GINGER

October 05, 2018  
59

Bowen

something to that extent, which is, I think, part  
of this 2014 proceeding, if I remember right.

Q. Does Ms. Genger pay for your  
services? Pay the firm?

A. That's privileged information. I'm  
not getting into any financial arrangements  
between Orly Genger and the firm other than to  
tell you that there is no money or assets that  
belong to her or that are payable to her in that  
relationship.

Q. Can you read that back.

(Readback of prior question.)

BY MR. DELLAPORTAS:

Q. What do you mean by that?

A. I mean, there is no money going the  
other way. Meaning the firm doesn't hold assets  
for Orly Genger and there are no assets or funds  
that are payable to Orly Genger that the firm has.  
For example, sometimes clients pay a retainer that  
has not been charged against yet. There's nothing  
like that in this relationship.

Q. Okay. Have payments been made during  
the relationship from Orly Genger to the firm?

A. I'm not privy to answer that

MICHAEL PAUL BOWEN  
SAGI GINGER -v- ORLY GINGER

October 05, 2018  
60

Bowen

question; it's privileged information.

Q. What's your basis for saying that's privileged information?

A. Because the relationship between attorney-client is highly confidential and most often privileged. Unless you have some authority you want to talk about, we can reconsider it. You have to have a reason if you are going to get into the financial relationship with an attorney and a client.

Q. Yes.

A. Given the fact that you are looking for assets I'm comfortable in telling you that there has been no payment of any sort from Orly Genger to my firm in this year, 2018.

Q. What about during the -- since the lawsuit was filed in October 2017?

A. I'm not -- I think that information would both be irrelevant and protected by privilege.

Q. Why in your view would it be irrelevant?

A. It's not identifying assets that belong to Orly Genger or that are payable to Orly

MICHAEL PAUL BOWEN  
SAGI GINGER -v- ORLY GINGER

October 05, 2018

61

Bowen

Genger.

Q. And you don't believe that if Orly Genger made a payment from an account less than a year ago, that might not have some bearing on the location of her assets today? You are so confident in that that you are willing to have the direction to yourself not to answer that question in the context of discovery?

A. I don't understand your question. If your question is: Is the firm aware of the bank account that it received funds from and the bank account belongs to Orly Genger, the answer to that question is no. The firm is not aware -- other than the one account I identified a moment ago, which had \$8,000 in it and I believe that was attached by your client in the prior proceeding, sub district, I believe, I may be getting those facts mixed up in my head, but again, to try and reframe your question so I understand it.

If your question is: Did the firm ever receive any payment from Orly Genger from a bank account that the firm can identify as belonging to Orly Genger? The answer is no.

Q. When you use the term "belong" --

MICHAEL PAUL BOWEN  
SAGI GINGER -v- ORLY GINGER

October 05, 2018  
62

Bowen

"an account belonging to Orly Genger," what do you mean by that?

A. I mean an account that is either for her benefit or that she controls.

MR. DELLAPORTAS: We'll mark Kasowitz 5 a document entitled "Satisfaction of Judgment" dated May 8, 2018.

(Exhibit 5 was so marked for identification.)

BY MR. DELLAPORTAS:

Q. This is, again, a document that your firm filed it looks like May 2018. Do you recognize it?

A. Yes.

Q. Is that your signature on the second page?

A. Yes.

Q. It reflects that a judgment was satisfied to Ms. Dahlia Genger in the amount of \$58,059.30.

Do you see that?

A. Yes.

Q. What was the source of the payment for that \$58,000?

A. No. I didn't testify to that. I testified that had you identified that one of the topics that you wanted to discuss was the method



MICHAEL PAUL BOWEN  
SAGI GINGER -v- ORLY GINGER

October 05, 2018  
64

Bowen

or manner in which these satisfaction -- excuse  
me -- these judgments were paid that are reflected  
in these two documents Exhibits 4 and 5, I could  
have been prepared to address that because it may  
very well be that the firm does know how those  
payments were made

Q. Well, one of the subjects are  
assets --

A. Excuse me, one second.

Q. -- of Ms. Genger?

A. I have to finish that answer.

Q. Okay.

A. You also said that the fact that she  
had access to this money and you made a comment  
that that should be relevant within the scope of  
your subpoena --

Q. One would think.

A. Well, I understand that you are  
expressing your view -- your own personal view of  
that -- but logic kind of dictates that that may  
or may not be true because it always is the case  
that an impecunious person can have a debt paid by  
somebody else on their behalf, now whether that  
happened here or not, I have no information. The

MICHAEL PAUL BOWEN  
SAGI GINGER -v- ORLY GINGER

October 05, 2018  
65

Bowen

firm has no information.

Q. So the firm doesn't know where this money came from either? That's what you are saying?

A. No. Because you keep subtly changing the question and I think -- I want to, make sure we are not misunderstanding each other. If you are asking me the source of the money, the firm does not know the source of the money.

If you are asking where the money came from, what the manner was in which the money was transferred from one location to another, was it by check, was it by wire, or some other type of electronic transfer, the answer is: We may be aware of that but I have not prepared that information for today's deposition.

Q. Is the firm aware of where Ms. Genger currently resides?

A. I believe that's outside the scope of this deposition. I don't understand what her -- where she -- I guess -- well, first of all, I should clarify: When you say where she resides, are you asking for her domicile, in the technical sense of that word?

MICHAEL PAUL BOWEN  
SAGI GINGER -v- ORLY GINGER

October 05, 2018  
66

Bowen

Q. Interpret it however will yield an answer.

A. Well, the firm is aware that she primarily resides in Tel Aviv, Israel. And also that she has an interest in some form that -- I'm not necessarily -- I may not be remembering correctly, I believe a condominium in Austin, Texas. She spends some time there. But I don't know. And I think there have been public filings on that. So whatever the public filings are to the extent that the firm's knowledge on that as of the time that those filings were made.

Q. Does Ms. Genger have any interest in any other homes other than the two that you just described?

A. Well, I don't know that she has any interest in the Tel Aviv home. If by "interest" you mean ownership interest, the firm doesn't have information about that at all.

Q. What do you know about that subject?

A. The only information that the firm has is that she lives there at the address that is a matter of public record.

Q. What about other homes?

MICHAEL PAUL BOWEN  
SAGI GINGER -v- ORLY GINGER

October 05, 2018  
67

Bowen

A. The firm has no information about that at all other than the fact that she does have some type of interest and it may be through marital property and it may not. I don't know the ins and outs -- the firm doesn't know the ins and outs of the Austin, Texas property.

Q. When you say "marital property," what do you mean?

A. I'm not using that in any kind of legal or technical meaning or a term of art meaning. I just know that sometimes a husband and wife can own property as joint tenants in common or income and it's not something where -- it doesn't necessarily reflect that one spouse or another actually contributed anything to the purchasing the property it's just by virtue of their status of being married that it's considered to belong to both.

Q. What other marital property are you aware of with respect to Ms. Genger?

A. None.

Q. Does Ms. Genger have an interest in her husband's partnership interest?

A. The firm is not aware of that. To

MICHAEL PAUL BOWEN  
SAGI GINGER -v- ORLY GINGER

October 05, 2018  
68

Bowen

the extent it's relevant, the firm is not aware of it.

Q. When you mentioned you made a reasonable inquiry with respect to the subject matters of the subpoena, what specifically did you do?

A. I'm sorry?

Q. When you say you made a reasonable inquiry with respect to the subject matters of the subpoena -- it's a term you've used several times in deposition -- what, specifically, did you do?

A. I'm not going to answer that question. That is privileged work-product information. I will repeat what I said before, which is: I made reasonable inquiries of personnel at the firm who have knowledge into Genger matters. I made reasonable searches in the sense that I looked at information both in documentary form and otherwise that's available to the firm that's related to this topic, and the representation of Orly Genger.

And I'm basing it on my extensive knowledge and participation in representing Orly Genger since the firm became involved in the very

69

beginning -- I mean, in the very beginning of the firm's involvement starting sometime in 2015, I believe.

I don't see how that's relevant to the subpoena.

A. I'm declining to answer on the basis

that confidential information about a partnership, individual partners, is beyond the scope of this subpoena. If you want to clarify why you think it's relevant I'm willing to reconsider, but I don't see any relevance whatsoever.

Q. To the best of your knowledge, are  
still married?

A. I don't see how that's relevant

Q. Okay.

A. If you want to explain why you think it -- I mean, look, one of the things that you have not ever tried to justify is why you are trying to interfere or interpose into this private marital relationship between Ms. Sagi's own sister and her husband. If you want to explain it, you

MICHAEL PAUL BOWEN  
SAGI GINGER -v- ORLY GINGER

October 05, 2018  
70

Bowen

can explain it.

Q. You just said they had marital property.

A. How -- how --

Q. I have an uncollected \$3 million judgment. Isn't it, at least, marginally relevant that I inquiry about their marital property?

A. You're not asking about their marital property. Now you are asking about their marital relationship and whether or not they are still married.

Q. Yes.

A. And I guess the question --

Q. Isn't that relevant to marital property if they are in fact still married? No?

A. No. Well, first of all, I don't think it's a valid question. I think it's an offensive question.

Q. An offensive to ask whether they are still married?

A. Yes.

Q. Okay.

A. Secondly, I'm speaking on behalf of the firm, and the firm doesn't have information

MICHAEL PAUL BOWEN  
SAGI GINGER -v- ORLY GINGER

October 05, 2018

71

Bowen

about the marital status of it's various partners unless or until there is some reason to notify the firm about a marriage or a divorce or some other type of change in status that the firm might need to be aware of in terms of insurance.

I see that you're not really paying attention to my answer so I am just going to stop even though my answer is not finished. If you want to listen --

Q. The reporter is capturing your answers.

A. No, I'm not going to speaking when I'm being treated in this fashion. If you want to listen to the answer --

Q. You're being treated perfectly fine. Stop making speeches. You are allowed to answer the question. I didn't interrupt. You interrupted yourself. You were making a speech, finish your speech and then we will go on to the next question. I'm listening. I can do two things at the same time.

A. You were talking to your client.

Q. I was not talking to my client. I was reviewing my notes while I was listening to



MICHAEL PAUL BOWEN  
SAGI GINGER -v- ORLY GINGER

October 05, 2018

72

Bowen

your answer. Believe it or not, I'm capable of  
doing that.

A. Tell me where I was and I will pick  
it up.

Q. The reporter can tell you that.

(Readback of prior question.)

THE WITNESS: I got it. So continuing  
my answer to the extent that your question  
is asking whether or not there has been  
any communications with the firm with  
respect to Mr. Hirschman marital status  
other than the fact he was married to Orly  
Genger at some point, I believe, in 2016  
if my memory is correct, the answer is no.

MR. DELLAPORTAS: Make the next one  
marked as Kasowitz Exhibit 6, February 5,  
2018 letter.

(Exhibit 6 was so marked for  
identification.)

BY MR. DELLAPORTAS:

Q. This is a letter you submitted to the  
court.

A. Correct.

Q. If you go to the last page, the first

MICHAEL PAUL BOWEN  
SAGI GINGER -v- ORLY GINGER

October 05, 2018

73

Bowen

full paragraph on page 3.

A. Yes.

Q. In it you wrote to Judge Freeman  
"Orly has attested that long before this action,  
she purchased a home in Tel Aviv with her husband  
and that she lives there with her infant  
daughter."

What attestation are you referring to there?

A. It would be the sworn declaration  
that she submitted in this action.

Q. In this case?

A. I believe so.

Q. Okay. Do you represent Arie Genger  
with respect to this matter? I'm talking about  
the case we are currently in to today?

A. The judgment enforcement case?

Q. Yes.

A. I don't think he is a party in this  
action. We may or may not represent him for  
purposes of discovery if and when there is any  
discovery propounded on him, but I don't know the  
answer to that.

Q. So, I will represent to you that we  
served a subpoena on him and he did not appear for

MICHAEL PAUL BOWEN  
SAGI GINGER -v- ORLY GINGER

October 05, 2018

74

Bowen

that as in fact I e-mailed you a few weeks ago.

Are you representing with respect to that

subpoena?

A. I don't believe so. What do you mean  
you e-mailed me about it?

Q. I e-mailed you --

A. Do you mean me personally or the  
firm? Somebody else?

Q. I e-mailed you personally.

A. About Arie Genger?

Q. Yes. I e-mailed you, Mr. Freedman,  
and Mr. Montclair --

A. Mr. who? I'm sorry.

Q. Montclair? Paul Montclair? He was  
prior attorney of Arie with regard to our subpoena  
and asked if you represented him with regard to  
that subpoena?

A. You didn't get a response from  
anybody at my firm?

Q. No, I only e-mailed you.

A. When you say Mr. Friedman, who are  
you talking about?

Q. Leon Friedman. That's another prior  
attorney of Mr. Genger.

MICHAEL PAUL BOWEN  
SAGI GINGER -v- ORLY GINGER

October 05, 2018  
75

Bowen

A. It's possible that I missed that e-mail. If you didn't include anybody else on the Kasowitz team. I don't remember it personally. On behalf of the firm, I have no information that we represent Arie Genger with respect to any process that you may or may not have served on him.

Q. In this case.

A. I have no information about whether or not -- right, in this case. Currently. Let's just say currently. And I don't have any information about whether you in fact did serve process on him.

Q. Okay.

A. So I can't comment on that either.

Q. So, suffice it to say that we don't believe your relevance objections were well taken.

Our position is this deposition has to be continued until the proper documents are produced and the proper questions are answered, but subject to that position we have nothing further for today?

A. Okay.

(Time noted: 11:41 a.m.)

MICHAEL PAUL BOWEN  
SAGI GINGER -v- ORLY GINGER

October 05, 2018  
76

Bowen

THE WITNESS: Read and sign.

(Time noted: p.m.)

\_\_\_\_\_  
MICHAEL BOWEN

Subscribed and sworn to before me  
this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

MICHAEL PAUL BOWEN  
SAGI GINGER -v- ORLY GINGER

October 05, 2018

77

I N D E X

WITNESS	EXAMINATION BY	PAGE
MR. BOWEN	DIRECT / DELLAPORTAS	4

EXHIBITS

KASOWITZ	DESCRIPTION	PAGE
1	Subpoena	4
2	Amendment to Settlement Agreement	6
3	AG/Trump Settlement Agreement	23
4	Satisfaction of Judgment	48
5	Satisfaction of Judgment	62
6	February 5, 2018 letter	72

MICHAEL PAUL BOWEN  
SAGI GINGER -v- ORLY GINGER

October 05, 2018  
78

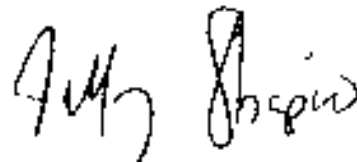
C E R T I F I C A T I O N

I, Jeffrey Shapiro, a Shorthand  
Reporter and notary public, within and for the  
State of New York, do hereby certify:

That MICHAEL BOWEN, the witness whose  
examination is hereinbefore set forth, was first  
duly sworn by me, and that transcript of said  
testimony is a true record of the testimony given  
by said witness.

I further certify that I am not  
related to any of the parties to this action by  
blood or marriage, and that I am in no way  
interested in the outcome of this matter.

IN WITNESS WHEREOF, I have hereunto  
set my hand this 14th day of October, 2018.



JEFFREY SHAPIRO